

1 Gail E. Cohen (093210), gcohen@bargerwolen.com
2 Karen D.M. Denvir (240120), kdenvir@bargerwolen.com
3 BARGER & WOLEN LLP
4 633 West Fifth Street, 47th Floor
5 Los Angeles, California 90071
6 Telephone: (213) 680-2800
7 Facsimile: (213) 614-7399

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5 Attorneys for Plaintiff-in-Interpleader
Primerica Life Insurance Company

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 PRIMERICA LIFE INSURANCE COMPANY.

Plaintiff-in-Interpleader,

vs.

15 ENGRACIA RODRIGUEZ an
16 individual, LORENA ELIAS, an
individual, and DOES 1 through 20,
inclusive.

Defendants-in-Interpleader.

AND RELATED CROSS ACTION(S).

CASE NO.: LACV11-7074 CAS (PLAx)

Hon. Christina A. Snyder

**ORDER GRANTING
STIPULATION OF THE PARTIES
FOR:**

- 1. DISCHARGE AND DISMISSAL OF PRIMERICA WITH PREJUDICE;**
- 2. DISMISSAL OF RODRIGUEZ AND ELIAS WITH PREJUDICE;**
- 3. DISTRIBUTION OF INTERPLEADED FUNDS; AND**
- 4. PERMANENT INJUNCTION**

[Filed Concurrently with Stipulation of the Parties]

Complaint Filed: August 26, 2011

cc: Fiscal

1 Having considered the Stipulation of Plaintiff-in-Interpleader and Cross-Defendant
2 Primerica Life Insurance Company (“Primerica”) and Defendants-in-Interpleader,
3 Cross-Complainants and Cross-Defendants Engracia Rodriguez (“Rodriguez”) and
4 Lorena Elias (“Elias”), the Court ORDERS as follows:

5

6 1. That Primerica and its agents are discharged of all liability with
7 respect to life insurance policy number 0488560440 (the “Policy”) issued by
8 Primerica to Juvenal Rodriguez (the “Deceased”), out of which the above-
9 referenced interpleader action arises;

10

11 2. That Rodriguez and Elias, their agents, attorneys and assigns, are
12 enjoined perpetually, restraining each of them, their agents, attorneys and
13 assigns, from instituting any suit at law or equity, or action of any kind
14 whatsoever against Primerica and its agents, attorneys and assigns, with respect
15 to the Policy and/or the proceeds of the Policy;

16

17 3. That Primerica, Rodriguez and Elias are each dismissed from this
18 action with prejudice as to all claims arising out of or in any way relating to the
19 Policy benefits and the Policy issued to the Deceased insuring the life of the
20 Deceased.

21

22 4. That pursuant to the Settlement Agreement entered into by
23 Primerica, Rodriguez and Elias, the Policy proceeds currently on deposit with
24 the Court in the amount of \$431,132.88, including any and all accrued interest,
25 will be distributed between Rodriguez and Elias as follows:

26

27 • Rodriguez will receive **\$130,000.00**, which is 30.153% of the remaining
28 Policy proceeds on deposit with this Court; and

- Elias will receive **\$301,132.88**, which is 69.847% of the remaining Policy proceeds on deposit with this Court, plus all accrued interest on the total proceeds (\$431,132.88) on deposit with the Court; and

5. That the payment from the Policy proceeds should be made payable and sent as follows:

- Engracia Rodriguez: A check in the amount of \$130,000.00 should be made payable to “California Lawyers Group Inc., Client Trust Account” and sent c/o; David J. Castenholz, Esq., California Lawyers Group, Inc., 440 East La Habra Boulevard, La Habra, California 90631; and
- Lorena Elias: A check in the amount of \$301,132.88 plus any and all accrued interest on the total amount (\$431,132.88) deposited should be made payable to “The Law Offices of Paul D. Harshaw, Trust Account” and sent c/o Paul D. Harshaw, Esq., Law Offices of Paul D. Harshaw, 7100 Hayvenhurst Avenue, Penthouse A1, Van Nuys, California 91406.

IT IS SO ORDERED.

Dated: August 10, 2012

Christine A. Snyder

Hon. Christina A. Snyder
United States District Court Judge